

***United States Court of Appeals
for the Second Circuit***



AMICUS BRIEF

ORIGINAL

76-7177

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

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RAYMOND ROHAUER and CECIL W. HULL,

Plaintiffs-Appellees,

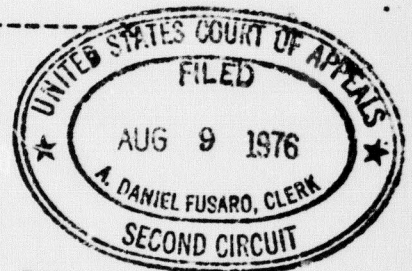
v.

KILLIAM SHOWS, INC., PAUL KILLIAM, EDUCATIONAL
BROADCASTING CORPORATION, and THE BOWERY SAVINGS BANK,

Defendants,

KILLIAM SHOWS, INC. and EDUCATIONAL BROADCASTING
CORPORATION,

Defendants-Appellants



Brief of The Authors League of America, Inc.
as Amicus Curiae

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No. 76-7177

Brief of The Authors League of America, Inc.,
as Amicus Curiae

Interest of The Authors League

The Authors League is the national society of professional writers and dramatists. One of its principal purposes is to express their views in cases involving important issues of copyright law. This appeal presents such an issue. Appellants Killiam Shows, Inc. (herein called "Killiam") and Educational Broadcasting Corporation (herein called "EBC") challenge fundamental rights secured by the Renewal Clause (Sec.24) of the present Copyright Act to widows, widowers and children of authors of books and plays.

The Authors League files this brief to urge affirmance of the District Court's decision (379 F. Supp. 723) which rejected this unprecedented attack on Sec. 24 and its well-established purpose.

Introductory Statement

For more than fifty years, innumerable Authors League members and other writers have, during the first terms of their copyrights, granted rights to produce motion pictures based on their books or plays. In most contracts, film producers took these rights for both the original and renewal copyrights of these underlying works. However, renewal copyrights in many of these books and plays subsequently have been secured pursuant to Sec. 24 by the author's surviving spouse and children (herein called the author's "surviving family.") In such instances, when film companies wish to continue exhibiting a motion picture during the renewal term of its underlying book or play, they obtain a license from the surviving family/renewal copyright owner for which they pay compensation.

These new licenses and payments are not prompted by any irresistible eleemosynary urge on the part of film companies. Rather, they reflect the motion picture industry's long-standing recognition that such continued use of the book or play requires the renewal copyright owner's authorization under Sec. 24, as interpreted by the Supreme Court and this Court. This also is the opinion of Professor Nimmer and other commentators with considerable experience in the practice of copyright law in the motion picture industry.

Despite this universal interpretation of Sec. 24, Killiam contends that it does not require permission from the surviving family/renewal copyright owner of the novel THE SONS OF THE SHEIK

to continue exhibiting the silent motion picture THE SON OF THE SHEIK during the novel's renewal copyright term, even though the film embodied and used material from the novel. Motion picture rights had been granted by the novel's author to the film's producer during the original copyright term of the book. The novelist (Edith Hull) having died earlier, renewal copyright was secured under Sec. 24 by her daughter, plaintiff Cecil Hull.

Importance of the Issue

The dispute here is between purchasers of rights. Plaintiff Rohauer purchased renewal motion picture rights in the novel from its renewal copyright owner; Killiam is the last in a series of purchasers of the 1926 film. But determination of the issue will affect the rights of countless surviving families of deceased authors in books and plays, under renewal copyrights which these families have secured under Sec. 24; and renewal copyrights they will secure under Sec. 304(a) of the Revision Bill, if it is enacted. [Existing original copyrights would be renewed under provisions identical with present Sec. 24] Moreover, determination of the issue also would affect the rights of surviving family/renewal copyright owners respecting continued uses of their books and plays in other derivative works -- e.g. books based on plays; operas or musical comedies based on underlying plays.

The erroneous interpretation of Sec. 24 urged by Killiam (and EBC) would deprive surviving family/renewal copyright owners of the very benefit the section was intended to secure for them -- the right to obtain compensation for continued uses of their

parents' (and spouses') books and plays, during the renewal copyright term, in major media of exploitation. For the reasons discussed below, the Authors League respectfully submits that this Court should reject Killiam's erroneous interpretation of Sec. 24 and affirm the decision of the District Court. Our brief is directed solely to this issue. However, we believe the District Court correctly decided the other questions raised on this appeal, for the reasons set forth in its opinion and in the Appellees' brief.

I.

Exhibition of The Film Without A License Under
The Novel's Renewal Copyright Was Infringement

(a) The Novel's Renewal Copyright Is a New Estate

This Court has ruled that a "copyright renewal creates a new estate ...(which) is clear of all rights, interests and licenses granted under the original copyright. (cases cited)" G. Ricordi & Co. v. Paramount Pictures, Inc., 189 F.2d 469, 471 ; cert. den. 342 U.S. 848. Reaffirming this doctrine, the Supreme Court said that "no prior assignment (by the author) could bar " a widow (or widower) and children who secure the renewal copyright in the author's work. Miller Music Corp. v. Daniels, 362 U.S. 373, 375 .

Since renewal copyright in the Hull novel was secured by the author's child, all grants of rights made by the author under the original copyright became ineffective when it expired. A prior grantee wishing to continue using or exploiting any of these rights during the renewal copyright term required permission from the renewal copyright owner (or her assignee).

Killiam concedes this, saying "Appellants do not contend that Killiam is entitled to any positive rights in the novel during its renewal term." Killiam concedes, for example, that although author Hull had granted its predecessor unlimited rights to make and exhibit motion picture versions during the original and renewal copyright terms of the novel "no new motion picture based on the novel could be produced to day without the authority of the novel's renewal proprietor(citing Miller Music Corp)."[K. Br. p. 12]

However, Killiam argues it is free to continue using the novel "without the authority of the novel's renewal proprietor" . Killiam makes the contention that

"where the original consent [during the first copyright term] to incorporation of an underlying work into a derivative work was unrestricted in its terms, the enjoyment of copyright in the derivative work should be similarly unrestricted. " (K. Br. p. 13)

This contention is wrong.

(b) Neither The "Original Consent" Nor Sec. 7
Permits Killiam to Make Continued Use of the Novel

As the District Court concluded, Killiam's argument is repudiated by G. Ricordi & Co. v. Paramount Pictures, Inc., supra, Silverman v Sunrise Pictures Corp., 273 F. 909, and Fitch v. Schubert, 20 F. Supp. 314; and by such authorities as Professor Nimmer and Seymour Bricker (*infra*, p.11). Although Killiam unsuccessfully seeks to distinguish those decisions, it cannot escape their rationale; nor can Killiam's argument survive the plain meaning of Miller Music Corp. v Charles N. Daniels, Inc. , supra, DeSylva v Ballentine, and other decisions interpreting the purpose and effect of the Renewal Section.

(i) Killiam Infringed Various Rights Secured
By The Novel's Renewal Copyright

Miller Music Corp., DeSylva and the other renewal decisions make it clear that Sec. 24 gave author Hull's daughter, as renewal copyright owner, all rights in the novel granted by Sec. 1, clear of and unencumbered by her mother's attempted transfer of the right to use the novel in a motion picture during the book's renewal term. Killiam's exhibition of the film, incorporating material from the novel, during the novel's renewal term therefore violated various of the clear and unencumbered rights owned by the daughter (or her assignees) under the book's renewal copyright. The District Court, quoting from NIMMER ON COPYRIGHT, cites the renewal rights to dramatize, make other versions, make copies or perform a transcription or record of the novel. [379 F. Supp.727]

Each is a separate right which would be infringed if exercised by others without permission, even though the film used to exercise the infringed right had been produced with permission. [cf. Chappell & Co. v. Middletown Farmers Market & Auction Co., 334 F.2d 303; Irving Berlin, Inc. v. Daigle, 31 F.2d 832]. Thus, the act of exhibiting the film, incorporating material from the book, is a separate infringement of the renewal copyright owner's right under Sec. 1(b) to dramatize the book. In Harper Bros. v. Klaw, 232 F. 609, 612, the Court held that the "exhibition" of a motion picture version of the novel BEN HUR was "a dramatization of such work..." and infringement of that right. The Court relied on Justice Holmes' opinion in Kalem Co. v. Harper Bros., 222 U.S. 56, that exhibition was an infringing "dramatization"

even though it be assumed that production of the film was not an infringement.

And exhibition also constitutes a separate infringement of each of the rights mentioned by Professor Nimmer. Moreover, continued exhibition violates the fundamental right of the novel's renewal copyright owner

"if he pleases, (to) refrain refrain from vending and licensing and content himself with simply exercising the right to exclude others from using his property."
Fox Film Corp.v Doyal, 286 U.S. 123,127.

(ii) The Author's Original Consent Does Not Permit Killiam's Continued Use of the Novel in the Film

Actually Killiam concedes it needs consent to continue exhibiting the film during the renewal period. It says (p.12) its "derivative" Sec. 7 copyright in the film is "only as good as the consent on which it is based." [emphasis ours]. And Killiam concedes that author Hull could have limited her consent, plainly implying that if she had limited it to a period of years or the novel's first copyright term, the film could not be exhibited thereafter. However, Killiam contends that the consent necessary to continue exhibiting the film during the novel's renewal copyright term was granted by author Hull in her assignment of motion picture rights, made during the original term -- it argues that consent was "unrestricted" and therefore remained in effect for the novel's renewal term. (K.Br. pp. 12-13)

The renewal section negates Killiam's argument. Sec. 24 precludes the author from granting, during the first copyright term, permission to make any use of the work during the renewal copyright

term -- when his surviving family secures the renewal copyright under Sec. 24.

As the Supreme Court explained in Miller Music Corp. v. Charles N. Daniels, Inc., 362 U.S. 373: All the film's producer could acquire from author Hull during her original copyright was an "expectancy" of the consent needed to continue exhibiting a film (incorporating the novel) during the novel's renewal copyright term. The producer took this expectancy under their contract subject to the risk that the right to give the necessary consent for continued exhibition might never vest in author Hull.* It did not vest in her since death prevented her from securing the renewal copyright; her daughter obtained it under Sec. 24. Therefore, author Hull's attempt to give the necessary consent was ineffective; the film's producer and its assigns never obtained the "good consent", which Killiam concedes is necessary to continue exhibiting the film (using the novel) during the novel's renewal copyright term. Since Killiam never obtained the required "good consent", its continued exhibition of the film infringes the renewal copyright in the book.

(iii) Sec. 7 Does Not Authorize Killiam to Continue Using The Novel During Its Renewal Copyright Term

The film was copyrighted under Sec. 7 of the Copyright Act as a "new version" of the novel, produced with its copyright owner's consent. But as this Court explained in American Code Co. v.

* Sec. 24 thus imposed a condition on the contract between author Hull and the producer; i.e. that her permission to use her novel in the film would be limited to the first term of copyright in her novel if she did not live long enough to renew it. All contracts made by authors and users for rights granted by the Act are subject to that condition, as a matter of law.

Bensinger, 282 F.829, there is a sharp distinction between the "copyrightability" of a new version under Sec. 7, and "the effect and extent of the copyright thus obtained." (p.834). The Sec. 7 copyright protects the new matter added by the film's producer.

But Sec. 7 and the derivative copyright in the film do not give its producer or his assigns the right to use material from the novel during its renewal term without permission of the renewal copyright owner. Sec. 7 does not grant the derivative copyright holder the power of expropriating clear and unencumbered rights secured to the novel's renewal copyright owner by Sec. 24. Sec. 7 does not override Sec. 24 and was not intended to. This is the point of the cases relied on by the District Court. And Killiam concedes that this is the law when it admits that its Sec. 7 copyright "is only as good as the consent on which it is based."

Thus, in G. Ricordi & Co. v Paramount Pictures, Inc., this Court said that expiration of the original copyright in the underlying novel on which the opera was based

"did not affect (the derivative) copyright of so much of the opera as was a 'new work' and entitled to be independently copyrighted as such."

However, said the Court, since the owner of the derivative work, the opera, had not acquired rights from the renewal copyright owner of the novel, the derivative (Sec.7)

"renewal copyright of the opera gives (its owner) rights only in the new matter which it added to the novel..." (189 F. 2d at p.471). [emphasis ours]

This principle, stated by three of the most eminent judicial authorities on copyright, is clearly applicable here and sustains the District Court's decision. Killiam is free to make use of new material created by the film's producer. Killiam cannot continue to use material from the book in exhibiting the film because it does not have permission of the novel's renewal copyright owner to thus exercise various rights secured by the renewal copyright in the book, as a separate estate. [It should be noted that Sec. 7 makes no distinction between types of derivative works. A theatrical dramatization of a novel -- the 1904 opera in Ricordi or the 1902 play BEN HUR --also commingle elements of the novel with new material added by the producer and author of the derivative work; the costs of mounting the production can be extensive, exceeding those of many movies.]

(c) The Motion Picture Industry's Interpretation of Sec. 24

The motion picture industry has long accepted the interpretation, applied by the District Court, that under Sec. 24 exhibition of a film based on a book or play cannot be continued in the renewal copyright term of the underlying work without permission of the renewal copyright owner, although the author had (during the first term) contracted to convey motion picture rights for the renewal period -- where the renewal copyright is secured under Sec. 24 by the author's surviving family, executor or next of kin.

The industry's interpretation of Sec. 24, completely negating Killiam's argument here, is forcefully demonstrated by the many transactions in which motion picture companies make

payments to these renewal copyright owners and obtain licenses from them to continue exhibiting such films during the renewal copyright terms of the underlying works. For example, United Artists Corporation states in its amicus curiae brief (p. 3) that it "expends large sums every year in paying for the right to continue exhibition of these motion pictures free of the uncertainty of any claim, whether or not legally cognizable, which might be made where the motion pictures are based on underlying works in their renewal term." Obviously other producers have also paid large sums every year for the right to continue exhibiting films during the renewal copyright terms of underlying books and plays.

It is significant that, in view of these large payments over decades, neither United Artists nor other major producers have ever sought, by the procedure of declaratory judgment, to seek the judicial interpretation which Killiam contends for here. The reason why they never did, and continued to obtain new licenses and make payments, is that their attorneys have believed that the interpretation affirmed by the District Court is correct. This opinion was obviously the result of careful consideration, in view of the amounts involved and the well-documented willingness of motion picture companies to fight in the courts for their rights (or imagined rights) under the Copyright Act.

One of the leading and most cited articles on the renewal provisions of Sec. 24 is RENEWAL AND EXTENSION OF COPYRIGHT

(29 Southern California Law Review 23 [1955]). It was written by Seymour M. Bricker then "Studio Attorney, Universal Pictures Company, Inc."; and he was "aid(ed) in the preparation of this article" by "Joseph S. Dubin, Chief Studio Counsel, Universal Pictures Company, Inc." (p. 23) [At the time, Mr. Bricker was also a member of the Committee on Copyright Law Revision, American Bar Association.]

In the article, Mr. Bricker says:

"... the renewal copyright is not a true renewal or extension at all. It is a new right, completely independent of the property in the original copyright, given to the designated persons or groups of persons in the order named (cases cited). The copyright renewal grants a new estate, clear of all rights, interests or licenses granted under the original copyright (cases cited)." (27-28)

Later in the article, Mr. Bricker succinctly states the opinion shared by other motion picture attorneys, as reflected in the large sums paid to renewal copyright owners:

"If a motion picture company buys from an author all rights in a novel, it may validly copyright the motion picture photoplay in its own name and renew that copyright at the appropriate time. But if the author dies prior to the time for renewal of the basic work, the widow*may renew this copyright and thus deprive the company of any right to continue to release the photoplay during the renewal term of the basic work." (p. 43)

Most commentators agree with this interpretation. Some of them are critical of the renewal section; but they suggest that it be changed, not that it means what Killiam says it means. Thus, when Killiam purchased the film (already in its renewal term) some

*Writing after the Circuit Court decision, and before the Supreme Court's decision, in DeSylva v. Ballentine,¹⁴ he correctly believed "that the widow and children constitute one class" for renewal purposes. (op. cit., p.28.)

time after September 14, 1961, the motion picture industry had for decades accepted the judgment that Sec. 24 meant what the District Court, earlier opinions, Mr. Bricker, and Professor Nimmer (among others) said it meant -- and based on that judgment had spent large sums to obtain permissions from renewal copyright owners of underlying works such as the novel in this suit.

II.

The District Court Correctly Rejected Killiam's Arguments as to The Public Purposes of the Copyright Act

Killiam argues that the District Court's decision contravenes the public policy of the Copyright Act. This is not so. Sec. 24 was deliberately intended by Congress to give the surviving families of authors the economic benefit of their works during the later years if the work should be successful. Report No. 2222, 60th Cong., 2d Sess., pp. 14-15; Miller Music Corp. v Charles N. Daniels, Inc. supra; DeSylva v. Ballentine, supra.

As Mr. Bricker said:

"Authors frequently assign their copyrights for sums which have no relation to the true monetary value of the work if it should prove successful. The renewal term of copyright is the law's second chance to the author and his family to profit from his mental labors. (cases cited)" [op. cit. , p. 27]

He points out that this purpose is "often subverted as far as the author himself is concerned"-- since if he lives to the renewal year, his prior assignments of renewal expectancies can be enforced against him. Fred Fisher Music Co. v. M. Witmark

Sons, 318 U.S. 643. However the Congressional purpose is effected where the author dies before the renewal year, and his or her surviving family, executor or next of kin secure the renewal copyright under Sec. 24. In that case, Sec. 24 does provide them with the "law's second chance"; for them, as Mr. Bricker puts it, "the renewal term does act as a form of life insurance."

The benefit of the "law's second chance" is illustrated by the payments which United Artists and other companies make each year widows, widowers and children owning renewal copyrights for permission to continue using their books and plays by exhibiting motion pictures based on them on television, cable television and in theatres. This is precisely the result Sec. 24 intended. It might be noted that in most instances, authors of underlying works could not limit their original grants to the first term of copyright or a period of years because of far greater bargaining power possessed by the few major studios. [cf. 1965 Report of the Register of Copyrights on the 1965 Revision Bill (89th Cong., 1st Sess) p. 71].

The termination of rights granted by authors in the original term of copyright may, in some instances, work a hardship on a publisher or producer who loses them on renewal by the author's surviving family, executor or next of kin. But as Justice Douglas said " ... there is symmetry and logic in

* It should be noted that television has produced an unanticipated windfall to producers of old films; and to those who had acquired them from the original producers. It should also be emphasized that compensation paid to authors for motion picture rights of valuable books is often microscopic compared to vast profits reaped by film companies from the motion picture versions. The author's death before renewal sometimes produces reasonable payment to heirs for permission to continue exhibition of the film. GONE WITH THE WIND is one such instance.

in the design of Sec. 24. Whether it works at times an injustice is a matter for Congress, not for us." (362 U.S. at p. 378) In like fashion, the Court rejected the bifurcation-of-control argument Killiam advances at pp. 33-35 of its Brief; see, DeSylva v. Ballentine, 351 U.S. 570, 579 .

We might note that the public's interest is not in the great danger that Killiam and United Artists so selflessly suggest. There is no dearth of old motion pictures available for showing on television. On the contrary some observers see a veritable flood of old films flowing thru our television tubes. Sec. 24 has not proven a dam to this torrent for several reasons: Many films are not based on underlying books or plays, or are based on public domain works, so that the motion picture company does not require permission to continue exhibiting the film. Often the author of an underlying play or book is fortunate (or unfortunate) enough to survive to the renewal year, so that the film company does obtain the renewal rights, which it insisted be included in the original contract.

Moreover, if the author dies and the renewal copyright in his book or play is secured by his surviving family, the film continues to be exhibited in most instances because, as United Artists points out, the motion picture company pays for and obtains permission from the renewal copyright owner. It is not injustice that United Artists complains of, but the continued payment of a small part of its windfall television income to authors' surviving spouses and children. ["As the result of the use of (its) films by television" says United Artists "they have become of substantial economic value to the copyright proprietors.", Br. p. 3]

Finally, Sec. 24 and renewal copyrights cannot be blamed for keeping from television the many films that are simply too inferior or too dated to be sold even in the cheapest "package" to commercial or public broadcasters.

III.

The District Court Correctly Rejected Killiam's Arguments Concerning The Copyright Revision Bill

Killiam urged the District Court to accept its interpretation of Sec. 24 on the theory that this result is warranted by the provisions of Sec. 203 of the Revision Bill. The District Court correctly rejected the argument. It noted that in Goodis v. United Artists Television, Inc.* this Court cited provisions of the Revision Bill in its opinion because the result "they would compel is not precluded in any way under the present Copyright Act." (p. 403) But the Court reached its decision under the present law and cases interpreting it. It did not write a change into the present law to conform it to the Revision Bill.

That is what Killiam is asking -- indeed he is asking even more, namely that the Court revise the Revision Bill before writing its new provisions into the 1909 Act. The Copyright Revision Bill establishes a single term of life-plus-fifty years for works created after its effective date (probably Jan. 1, 1978). [Sec. 302]. It preserves the present two term renewal system for works now in copyright or which are copyrighted before the effective date. [Sec. 304] Original copyrights existing on the effective date will have to be renewed thereafter under

Sec. 304 (a) which incorporates verbatim the provisions of the present renewal section (Sec. 24). Existing renewals and those secured under Sec. 304(a) will continue under Sec. 304 (b), with the term extended from 28 to 47 years (giving a total of 75 years of protection under the two terms).

Nothing in the Revision Bill changes the effect of Sec. 24 of the present law or its identical counterpart (Sec. 304 (a)) in the Renewal Bill (Register's Report on the 1965 Bill, pp. 93-96). The 35 year termination clause of Sec. 203 does not apply to assignments made before the effective date of the Bill (p. 73, Register's 1965 Report). A similar termination provision is found in Sec. 304(c) and applies to transfers of renewal rights made before the effective date -- but this clause can only be exercised 56 years after copyright was first secured , to allow authors who granted renewal rights to recapture them for the additional 19 years added to the renewal term. This termination clause does not substitute for or replace the consequences of the securing of renewal copyrights by deceased authors' surviving families.

Obviously, the termination provisions of Secs. 203 and 304(c) are part of a fundamental change in the structure of copyright which can only be accomplished by legislation, not by judicial interpretation of the present law. The new proviso in both sections that would permit continued exhibition of a derivative work when a grant was terminated is also a specific condition, created as part of this change, which can only be imposed by legislation. Moreover, the proviso on derivative works was not added by the Revision Bill to the renewal provisions of Sec. 304(a), which continues the renewal

provisions of present Sec. 24.

As the Supreme Court held in Miller Music Corp. v. Charles N. Daniels, Inc., *supra* and other renewal decisions, the reversionary effects of the present Sec. 24 occur automatically by operation of law because the Section creates a new estate, the renewal copyright, for the deceased author's surviving family, executor or next of kin. But the Revision Bill does not create such a separate estate under the single copyright, lasting for life-plus-50 years, for works created after the Bill takes effect (or for the additional 19 years that would be tacked on to the renewal term). Instead of the present renewal system, Congress would grant authors a new privilege -- the option to terminate long-term grants of their rights after 35 years. As one of the conditions of this new privilege, Congress will legislate a limitation -- namely that if an author chooses to terminate (the process is not automatic), a derivative work made under the grant can continue to be exploited.

It is plain from this recital of complicated new provisions that the new proviso for continued use of derivative works -- which would not even apply to the situation involved here -- is one of several conditions of a new copyright system that can only be enacted by legislation, and cannot be written into the present renewal section (Sec. 24) by a process of judicial interpretation.

Killiam's contention is as illogical as the argument that the prospective termination provisions, which permit living authors to terminate long-term grants, reverses Witmark v. Fisher for existing original or renewal copyrights.

As the Register's 1965 Report states, he had originally proposed that authors and their heirs be permitted to terminate assignments after 20 years which did not provide for continuing royalties; with no provision for continued use of derivative works. Authors supported the 20 year cut-off, but opposed the "continuing royalty" exception; motion picture companies and publishers opposed any termination clause. The new termination provisions, as the Register notes, are a compromise legislative solution to implement his recommendation "that the present renewal provision be done away with ... but that some other provision should be made to permit (authors and heirs) to renegotiate their transfers." (1965 Report, pp. 71-72). Under the compromise, the 20 year period was increased to 35 years, and a new condition added permitting continued use of derivative works. This new condition, to be added to a new "termination" clause, as a legislative compromise, obviously is not a reiteration of the present law. And it is the present law, Sec. 24, which governs this dispute.

The Register said in his Report (p. 76) that Sec. 203(b)(1), permitting continued use of derivative works after the new termination provision is invoked, is "a very important limitation on the right of reversion." (emphasis ours) In short, this new condition on derivative works is a deliberate change from the present Act -- and a change which does not apply to the renewal copyrights here at issue.

CONCLUSION

The District Court's judgment should be affirmed.

Respectfully submitted,

Irwin Karp
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as Amicus Curiae

UNITED STATES COURT OF APPEALS
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Plaintiff-Appellee,

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Defendants,

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Defendants-Appellants
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IRWIN KARP, attorney for The Authors League of America, Inc. and a member
of the bar of this Court, hereby certifies that on the 6th day of August, 1976,
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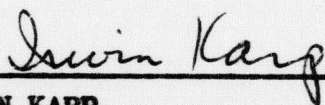
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